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BUSINESS CONDITIONS OF MATRIX ČR, S.R.O. (LTD.), SHIVA TREKS, S.R.O. (LTD.), FILIP VODICKA - MATRIX

1. BOOKINGS

All bookings are made through the reservation department in Prague. All bookings must be confirmed in writing, by letter, fax or e-mail. At the time of booking, payment conditions will be given, detailing deposit and final payment requirements, along with cancellation policies.

2. RATES

Prices of accommodation and services are stated in USD, EUR or CZK per person and night and include municipal tax, VAT and breakfast (continental or buffet). For further information look at remarks situated below / beside the price table of each offer. Prices are valid until the new price list is issued. Prices are net for travel agents. The prices given in incoming sales manual and offers are net and based on tariffs, rates and taxes currently in force (August 2005). We reserve the right to make any adjustment to these prices arising from any price variation whatsoever, any change in the VAT rate (currently 5 %), and change in exchange rate to EUR and USD arising after August 2005. The stated prices apply according to the validity specified in the quotation. Rates may be higher during congresses, trade fairs, exhibitions and sport events.

3. GROUP RATES

Group rates are applicable for a minimum of 16 persons.

4. COMPLIMENTARY POLICY

We offer 1 person free for every 20 full paying guests (max. 4 PAX per group using DBL BB) as a gratuity.

5. DEPOSIT POLICY

Unless credit facilities have been formally arranged with us, prepayment will be required. Payment shall be made in USD, EUR or CZK, into the account specified in the invoice or business conditions. Supplementary invoice for additional services / passengers will have to be paid before departure. We reserve the right to cancel all arrangements and bookings without prior notice if these conditions are not met. Final settlement / invoice will be made within 2 weeks of receipt / departure. In case of student / stag groups, hotels reserve the right to ask the clients for a deposit at the check-in in order to recover any possible damages caused by the clients (usually 25 – 50 EUR per person and stay).

Groups up to 10 rooms and individuals:

The invoiced price is payable at the latest 10 days prior to arrival of the customer (start of journey) or as agreed in confirmation of reservation.

30 - 22 days prior to arrival - 30% of the total amount
 21 - 15 days prior to arrival - 60% of the total amount
 14 - 11 days prior to arrival - 80% of the total amount
 from 10 days prior to arrival - 100% of the total amount

Groups with more than 10 rooms:

Unless credit facilities have been formally arranged with us, the full amount must reach us no later than 35 days prior to arrival. Should the booking be made within 30 days, the total amount is payable immediately.

90 - 61 days prior to arrival - 30% of the total amount
 60 - 41 days prior to arrival - 60% of the total amount
 40 - 31 days prior to arrival - 80% of the total amount
 from 30 days prior to arrival - 100% of the total amount

You can pay:

- by cash in CZK, USD and EUR
 - by Eurocard/Mastercard, Dinners Club International, Visa, JCB, American Express (only individuals, fee 3,8%)
 - by **Bank:** eBanka, a.s., **Account number:** IBAN CZ722400000000272739001 for all currencies, **SWIFT:** EBNKCZPP
- Exchange rates for credit card payments and payments in CZK we quote from foreign exchange sale of eBanka, a.s.

6. CANCELLATION / CHANGE POLICY

We will try to be as flexible as possible regarding cancellation fees. We must however draw to your attention that our suppliers request the following charges. In case of cancellation, fees will be charged according to the day that written cancellation is received by our company. Unless otherwise agreed with us the following applies:

Individuals:

– till 2 days no charges – 2 days to no show 100% of booking value

Groups:

Where the actual number of arriving passengers is less than booked, we will endeavour to refund the balance subject to the supplier's requirements. Where the prices are based on a minimum number of paying passengers and a price increase is caused by reduction of the actual number of travellers, the higher price will be charged. Where the number of arriving travellers is greater than booked and confirmed, we cannot in any circumstances guarantee accommodation / dinner / tickets for such extra clients. Unless otherwise agreed with us the following applies:

– till 30 days prior arrival	5% of first night	– 14 - 08 days	100% of the first two nights
– 30 - 22 days	75% of first night	– 7 days to no show	100% of booking value
– 21 - 15 days	100% of first night		

Special cancellation fess may apply if specified in the quotation or confirmation of reservation. In addition, we may claim losses exceeding the flat rate cancellation fee, whenever proof of such loss can be provided. In such instances, the client is entitled to furnish proof to us that no loss has yet occurred or that it is considerably lower than the excess amount charged. We are entitled to pass on additional costs to the client if charged for by service providers (e.g. fees for unoccupied beds / seats).

7. WARRANTY

In case of "Force Majeure" our company reserves the right to withdraw from any commitment. No valid claim of damage can be made in that case. Force Majeure - we shall not be liable for any injury, loss or damage arising out of or in connection with the holiday / journey where performances and/or prompt performance of contract is prevented by reason of war or threat of war, riot, civil strike, industrial dispute, terrorist activity, natural and nuclear disasters, fire, adverse weather conditions, hostilities or political unrest and other similar conditions beyond the control of the company. We are not liable for any injury, loss or damage arising out of or in connection with itinerary modifications due to circumstances beyond our control.

8. ROOMS / ROOMING LIST AND MEAL ARRANGEMENTS

Rooming list should be received 14 days prior to arrival at the latest. Triple rooms in most hotels are twin / double rooms with an extra third bed.

9. CHILDREN POLICY

Reduction for children sharing the room with 2 adults: child up to 4 years – free of charge without a bed, 4 – 12 years – discount 50 % from a bed in a double room (or the third bed price if cheaper). Exceptions are mentioned in remarks situated below / beside the price table of each offer. The 50% discount is usually valid only for 1 child sleeping on extra bed.

10. SERVICES AND MODIFICATION OF SERVICES

The scope of contractual services rendered by our company is as set out in the valid confidential tariff and the specifications in the relevant tour / reservation confirmation. All bookings, alterations, cancellation, any amendments to and modifications of contractual services only apply when confirmed in writing by our company.

11. VALIDITY, GENERAL CONDITIONS

If passport, visa, customs, health or currency provisions of individual countries are not met by the passenger and thus preventing him or her to participate in the journey, we may charge the corresponding cancellation fees to the client. If our company agrees to arrange for visas and/or similar documents, it acts on behalf of the client. Any risks due to the refusal of the respective government to issue such documents shall be borne by the organizer alone.

Should any clause or provision of this tourist travel contract become void or unenforceable, the validity of the remaining contract shall not be affected or impaired thereby.

Settlement of our invoice confirms that you have read and understood the booking & business conditions. Your booking is not confirmed until you have received a reference number or voucher. Your payment is deemed acceptance of these conditions.

The place of jurisdiction for actions brought against us shall be the location of the responsible operation office.

**For groups and travel agencies we prepare special agreements! Please, contact us for our special rates!
Let us prepare a competitive calculation of services for you and you will be astonished by our low prices!**

**We are ready to prepare for you best quotation at any time at your convenience.
We are looking forward to welcome you to Prague!**

VISIT OUR WEB WWW.COMETOCZECH.COM
